

1 Patrick Bright (SBN 68709)  
2 Wagner, Anderson & Bright P.C.  
3 10524 W. Pico Boulevard #214  
4 Los Angeles, CA 90064  
5 213-700-6637  
6 pbright@patentattorney.us

7 Attorneys for Plaintiff  
8 Miller SS IP, LLC

9 Peter E. Garrell, Esq. (SBN 155177)  
10 pegarrell@ww.law  
11 WOLFE & WYMAN LLP  
12 707 Wilshire Blvd., Suite 4100  
13 Los Angeles, CA 90017  
14 Tel: (213) 222-4900  
15 Fax: (949) 475-9203

16 Christopher R. Liro (pro hac vice)  
17 chris.liro@andruslaw.com  
18 Ryann H. Beck (pro hac vice)  
19 rbeck@andruslaw.com  
20 ANDRUS INTELLECTUAL PROPERTY LAW, LLP  
21 790 North Water Street, Suite 2200  
22 Milwaukee, WI 53202  
23 Tel: (414) 271-7590  
24 Fax: (414) 271-5770

15 Attorneys for Defendant Sugar Beets, LLC

16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
18 **WESTERN DIVISION**

---

19 SSMiller IP, LLC, a Virginia Limited Liability Corporation, } Case No. 2:22-cv-02576-GW-SHK  
20 Plaintiff, } Hon. George H. Wu  
21 v. } **[PROPOSED] STIPULATED  
22 Sugar Beets, LLC, a California Limited Liability Corporation, } AMENDED PROTECTIVE  
23 Defendant. } ORDER  
24 } Complaint served: April 21, 2022  
25 } Trial Date: NONE**

---

1     **1. PURPOSES, LIMITATIONS, AND GOOD CAUSE**

2         **A. Purposes and Limitations**

3             This order shall apply only to disclosures and document productions that take  
4 place on or after September 6, 2022, and not to any disclosures or document  
5 productions, inadvertent or otherwise, that took place before September 6, 2022, which  
6 shall be subject to the Stipulated Protective Order entered in this case on July 1, 2022  
7 (Dkt. 31).

8             Discovery in this action is likely to involve production of confidential,  
9 proprietary, competitively sensitive, or private information for which special  
10 protection from public disclosure and from use for any purpose other than prosecuting  
11 this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
12 petition the Court to enter the following Stipulated Protective Order. The parties  
13 acknowledge that this Order does not confer blanket protections on all disclosures or  
14 responses to discovery and that the protection it affords from public disclosure and use  
15 extends only to the limited information or items that are entitled to confidential  
16 treatment as set forth in this Stipulated Protective Order and as otherwise permissible  
17 under the applicable legal principles. The parties further acknowledge, as set forth in  
18 Section 12.1, below, that this Stipulated Protective Order does not entitle them to file  
19 confidential information under seal; rather, Civil Local Rule 79-5 sets forth the  
20 procedures that must be followed and the standards that will be applied when a party  
21 seeks permission from the court to file material under seal.

22         **B. Good Cause Statement**

23             This action is likely to involve trade secrets, valuable research, development,  
24 commercial, financial, technical and/or proprietary information for which special  
25 protection from public disclosure and from use for any purpose other than prosecution,  
26 defense, and resolution of this action is warranted. Concerns about the release of this  
27 confidential materials and information is especially pronounced in this case because  
28 the Plaintiff alleges that it and the Defendants are direct competitors.

1        Such confidential materials and information consists of, among other things,  
2 documents, testimony, information or other things that the Designating Party (as  
3 defined below) believes, in good faith, contain (1) confidential business, financial,  
4 personal, or commercial information or competitively-sensitive information not  
5 customarily disclosed to the general public; or (2) any third-party documents,  
6 testimony or information or other things that the third party currently maintains as  
7 confidential, seeks to maintain as confidential for purposes of the above-captioned  
8 action, and the disclosure of which may have the effect of causing harm to the third-  
9 party persons, firm, partnership, corporation or organization from which the  
10 documents, testimony or information was obtained. Confidential information shall also  
11 include business negotiations and/or dealings, business agreements, financial  
12 information, financial transactions, information regarding confidential business  
13 practices, confidential research and development about the entities' products,  
14 commercial information, information implicating privacy rights of third parties,  
15 information otherwise generally unavailable to the public, or which may be privileged  
16 or otherwise protected from disclosure under state or federal statutes, court rules, case  
17 decisions, or common law.

18        Accordingly, to expedite the flow of information, to facilitate the prompt  
19 resolution of disputes over confidentiality of discovery materials, to adequately protect  
20 information the parties are entitled to keep confidential, to ensure that the parties are  
21 permitted reasonable necessary uses of such material in preparation for and in the  
22 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
23 of justice, a protective order for such information is justified in this matter. It is the  
24 intent of the parties that information will not be designated as confidential for tactical  
25 reasons and that nothing be so designated without a good faith belief that it has been  
26 maintained in a confidential, non-public manner, and there is good cause why it should  
27 not be part of the public record of this case.

28

1      **2. DEFINITIONS**

2      2.1. Action: this pending federal lawsuit.

3      2.2. Challenging Party: a Party or Non-Party that challenges the designation  
4 of information or items under this Order.

5      2.3. “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify for protection  
7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
8 Statement. Such information may consist of, without limitation, (1) testimony given in  
9 this Action by any Party (as defined below) or by any third party (whether oral, in  
10 writing, or via videotape); (2) documents produced in this action by any party or by  
11 any third party; (3) written discovery responses given by any Party; (4) any documents  
12 or pleadings filed with the Court which attach, contain or disclose any such  
13 “CONFIDENTIAL” Information; and (5) the information contained within such  
14 documents, testimony or discovery responses so properly designated.

15     2.4. “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES ONLY” shall be  
16 limited to such documents, testimony, information or other things that the Designating  
17 Party believes, in good faith, contain information the disclosure of which is likely to  
18 cause substantial harm to the competitive position of the Designating Party, contain  
19 information subject to the right of privacy of any person, or contain information  
20 alleged to be a trade secret. None of the restrictions set forth in this Stipulated  
21 Protective Order shall apply to any documents or other information that are or become  
22 public knowledge by means not in violation of the provisions of this Stipulated  
23 Protective Order, or any law or statute.

24     2.5. Counsel: Outside Counsel of Record and House Counsel (as well as their  
25 support staff).

26     2.6. Designating Party: a Party or Non-Party that designates information or  
27 items that it produces in responses to discovery, disclosures, or otherwise as  
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES ONLY.”

1        2.7. Disclosure or Discovery Material: all items or information, regardless of  
2 the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.

5        2.8. Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve  
7 as an expert witness or as a consultant in this Action, (2) is not a current employee of  
8 a Party or competitor of a Party, and (3) at the time of retention, is not anticipated to  
9 become an employee of a Party or competitor of a Party.

10        2.9. House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13        2.10. Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this Action.

15        2.11. Outside Counsel of Record: Attorneys who are not employees of a party  
16 to this Action but are retained to represent or advise a party to this Action and have  
17 appeared in this Action on behalf of a party or are affiliated with a law firm which has  
18 appeared on behalf of that party, and includes support staff.

19        2.12. Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22 2.13. Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24        2.14. Professional Vendors: persons or entities that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
27 their employees and subcontractors.

1           2.15. Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S  
3 EYES ONLY.”

4           2.16. Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6 **3. SCOPE**

7           The protections conferred by this Stipulation and Order cover not only Protected  
8 Material (as defined above), but also (1) any information copied or extracted from  
9 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
10 Material; and (3) any testimony, conversations, or presentations by Parties or their  
11 Counsel that might reveal Protected Material. However, the protections conferred by  
12 this Stipulated Protective Order do not cover the following information: (1) any  
13 information that is in the public domain at the time of disclosure to a Receiving Party  
14 or becomes part of the public domain after its disclosure to a Receiving Party as a  
15 result of publication not involving a violation of this Order, including becoming part  
16 of the public record through trial or otherwise; and (2) any information known to the  
17 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
18 disclosure from a source who obtained the information lawfully and under no  
19 obligation of confidentiality to the Designating Party.

20           Any use of Protected Material at trial shall be governed by the orders of the trial  
21 judge. This Order does not govern the use of Protected Material at trial.

22 **4. DURATION**

23           Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
25 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
26 the later of (1) dismissal of all claims and defenses in this Action, with or without  
27 prejudice; and (2) final judgment herein after the completion and exhaustion of all

1 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
2 for filing any motions or applications for extension of time pursuant to applicable law.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 **5.1. Designating Material for Protection.** Parties and Non-Parties may  
5 designate Discovery Material as “CONFIDENTIAL” or “HIGHLY  
6 CONFIDENTIAL-ATTORNEY’S EYES ONLY” where the material meets the  
7 requirements listed in Sections 2.3 and 2.4, above.

8 **5.2. Exercise of Restraint and Care in Designating Material for Protection.**  
9 Each Party or Non-Party that designates information or items for protection under this  
10 Order must take care to limit any such designation to specific material that qualifies  
11 under the appropriate standards. To the extent it is practical to do so, the Designating  
12 Party must designate for protection only those parts of material, documents, items, or  
13 oral or written communications that qualify so that other portions of the material,  
14 documents, items, or communications for which protection is not warranted are not  
15 swept unjustifiably within the ambit of this Order.

16 Designations that are shown to be clearly unjustified or that have been made for  
17 an improper purpose (e.g., to unnecessarily encumber the case development process  
18 or to impose unnecessary expenses and burdens on other parties) may expose the  
19 Designating Party to sanctions.

20 If it comes to a Designating Party’s attention that information or items that it  
21 designated for protection do not qualify for protection, that Designating Party must  
22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23 **5.3. [intentionally omitted]**

24 **5.4. Manner and Timing of Designations.** Disclosure or Discovery Material  
25 that qualifies for protection under this Order must be clearly so designated before the  
26 material is disclosed or produced.

27 Designation in conformity with this Order requires:

1       (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES ONLY”  
5 to each page that contains protected material. If only a portion or portions of the  
6 material on a page qualifies for protection, the Producing Party also must clearly  
7 identify the protected portion(s) by making appropriate markings in the margins or by  
8 some other method that clearly designates such portions as Protected Material.

9 A Party or Non-Party that makes original documents available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated  
11 which documents it would like copied and produced. During the inspection and before  
12 the designation, all of the material made available for inspection shall be deemed  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEY'S EYES ONLY."  
14 After the inspecting Party has identified the documents it wants copied and produced,  
15 the Producing Party must determine which documents, or portions thereof, qualify for  
16 protection under this Order. Then, before producing the specified documents, the  
17 Producing Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-  
18 ATTORNEY'S EYES ONLY" legend to each page that contains Protected Material.  
19 If only a portion or portions of the material on a page qualifies for protection, the  
20 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
21 appropriate markings in the margins).

22 (b) for testimony given in depositions or in other pretrial proceedings, that  
23 the Designating Party identify the Disclosure or Discovery Material on the record,  
24 before the close of the deposition, hearing, or other proceeding, all protected testimony  
25 and specify the level of protection being asserted. When it is impractical to identify  
26 separately each portion of testimony that is entitled to protection and it appears that  
27 substantial portions of the testimony may qualify for protection, the Designating Party  
28 may invoke on the record (before the deposition, hearing, or other proceeding is

1 concluded) a right to have up to 21 days after receipt of a certified transcript to identify  
2 the specific portions of the testimony as to which protection is sought and to specify  
3 the level of protection being asserted. Only those portions of the testimony that are  
4 appropriately designated for protection within the 21 days shall be covered by the  
5 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may  
6 specify, at the deposition or up to 21 days afterwards if that period is properly invoked,  
7 that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL-ATTORNEY’S EYES ONLY.”

9 The use of a document as an exhibit at a deposition shall not in any way affect  
10 its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
11 ATTORNEY’S EYES ONLY.”

12 Deposition transcript pages that reflect Protected Material must be separately  
13 bound by the court reporter and may not be disclosed to anyone except as permitted  
14 under this Order. The Designating Party shall inform the court reporter of these  
15 requirements.

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the legend  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES ONLY.”  
20 If only a portion or portions of the information warrants protection, the Producing  
21 Party, to the extent practicable, shall identify the protected portion(s).

22 5.5. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive the  
24 Designating Party’s right to secure protection under this Order for such material. Upon  
25 timely correction of a designation, the Receiving Party must make reasonable efforts  
26 to assure that the material is treated in accordance with the provisions of this Order.

27  
28

1     **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2         6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
 3 designation of confidentiality at any time. Unless a prompt challenge is necessary to  
 4 avoid foreseeable substantial unfairness, unnecessary substantial economic burdens,  
 5 or a significant disruption or delay of the litigation, a Party does not waive its right to  
 6 challenge a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S  
 7 EYES ONLY” designation.

8         6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
 9 resolution process under Local Rule 37.1 et seq. To challenge a designation, the  
 10 Challenging Party shall initiate the dispute resolution process by providing the  
 11 Designating Party and the Named Parties with written notice of each designation at  
 12 issue which describes the basis for each challenge. Within 7 days of receipt of said  
 13 notice, the Designating Party shall provide the basis for the “CONFIDENTIAL” or  
 14 “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES ONLY” designation to the  
 15 Challenging Parties and the Parties. The parties shall attempt to resolve each challenge  
 16 in good faith by conferring directly (in voice to voice dialogue; other forms of  
 17 communication are not sufficient) within 14 days of the date of service of notice. A  
 18 Challenging Party may proceed to the next stage of the challenge process only if it has  
 19 engaged in this meet and confer process first or establishes that the Designating Party  
 20 is unwilling to do so in a timely manner.

21         6.3. Judicial Intervention. If the parties cannot resolve a challenge without  
 22 court intervention, the Designating Party shall file and serve a Joint Stipulation  
 23 concerning the matters in dispute, pursuant to Local Rules 37-1 and 37-2, within 21  
 24 days of the initial notice of challenge or within 14 days of the parties agreeing that the  
 25 meet and confer process will not resolve their dispute, whichever is earlier. Failure by  
 26 the Designating Party to make such a motion through the filing of a Joint Stipulation  
 27 shall automatically waive the confidentiality designation for each challenged  
 28 designation. In addition, the Challenging Party may challenge a confidentiality

1 designation at any time if there is good cause for doing so, including a challenge to the  
2 designation of a deposition transcript or any portions thereof.

3       6.4. The burden of persuasion in any such challenge proceeding shall be on  
4 the Designating Party. Frivolous assertions of confidentiality and/or challenges, and  
5 those made for an improper purpose (e.g., to harass or impose unnecessary expenses  
6 and burdens on other parties) may expose the Designating Party or the Challenging  
7 Party, as the case may be, to sanctions. Unless the Designating Party has waived or  
8 withdrawn the confidentiality designation, all parties shall continue to afford the  
9 material in question the level of protection to which it is entitled under the Producing  
10 Party's designation until the Court rules on the challenge.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

12       7.1. Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending, or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a Receiving  
17 Party must comply with the provisions of Section 14 below (FINAL DISPOSITION).

18       Protected Material must be stored and maintained by a Receiving Party at a  
19 location and in a secure manner that ensures that access is limited to the persons  
20 authorized under this Order.

21       7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
22 otherwise ordered by the court or permitted in writing by the Designating Party, a  
23 Receiving Party may disclose Protected Material designated “CONFIDENTIAL” only  
24 to:

25           (a) the Receiving Party's insurers and Outside Counsel of Record in this  
26 Action, as well as employees of said Outside Counsel of Record to whom it is  
27 reasonably necessary to disclose the information for this Action;

1 (b) the officers, directors, and employees (including House Counsel) of the  
2 Receiving Party to whom disclosure is reasonably necessary for this Action and who  
3 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this Action and who have signed the  
6 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters, videographers, and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional  
10 Vendors to whom disclosure is reasonably necessary for this Action and who have  
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a  
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
16 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
17 not be permitted to keep any confidential information unless they sign the  
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed  
19 by the Designating Party or ordered by the court. Pages of transcribed deposition  
20 testimony or exhibits to depositions that reveal Protected Material may be separately  
21 bound by the court reporter and may not be disclosed to anyone except as permitted  
22 under this Stipulated Protective Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25        7.3. Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES  
26 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
27 writing by the Designating Party, a Receiving Party may disclose Protected Material

1 designated "HIGHLY CONFIDENTIAL-ATTORNEY'S EYES ONLY" only to the  
2 following persons:

3 (a) the Receiving Party's Outside Counsel in this action;

4 (b) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this Action and who have signed the  
6 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (c) the court and its personnel;

8 (d) court reporters and videographers and their staff;

9 (e) professional jury or trial consultants, mock jurors, and Professional  
10 Vendors to whom disclosure is reasonably necessary for this Action and who have  
11 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

12 (f) the author or recipient of a document containing the information or a  
13 custodian or other person who otherwise possessed or knew the information; and

14 (g) any mediator or settlement officer, and their supporting personnel,  
15 mutually agreed upon by any of the parties engaged in settlement discussions.

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
17 IN OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation  
19 that compels disclosure of any information or items designated in this Action as  
20 Protected Material, that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification shall  
22 include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to  
24 issue in the other litigation that some or all of the material covered by the subpoena or  
25 order is subject to this Protective Order. Such notification shall include a copy of this  
26 Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be pursued  
28 by the Designating Party whose Protected Material may be affected.

1       If the Designating Party timely seeks a protective order, the Party served with  
 2 the subpoena or court order shall not produce the Protected Material before a  
 3 determination by the court from which the subpoena or order issued that the Protected  
 4 Material must be produced, unless the Party has obtained the Designating Party's  
 5 permission. The Designating Party shall bear the burden and expense of seeking  
 6 protection in that court of its confidential material and nothing in these provisions  
 7 should be construed as authorizing or encouraging a Receiving Party in this Action to  
 8 disobey a lawful directive from another court.

9       **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
 10 PRODUCED IN THIS LITIGATION**

11       (a) The terms of this Order are applicable to information produced by a Non-  
 12 Party in this Action and designated as "CONFIDENTIAL." Such information  
 13 produced by Non-Parties in connection with this litigation is protected by the remedies  
 14 and relief provided by this Order. Nothing in these provisions should be construed as  
 15 prohibiting a Non-Party from seeking additional protections.

16       (b) In the event that a Party is required, by a valid discovery request, to  
 17 produce a Non-Party's confidential information in its possession, and the Party is  
 18 subject to an agreement with the Non-Party not to produce the Non-Party's  
 19 confidential information, then the Party shall:

- 20               (i) promptly notify in writing the Requesting Party and the Non-Party  
 21                    that some or all of the information requested is subject to a  
 22                    confidentiality agreement with a Non-Party;
- 23               (ii) promptly provide the Non-Party with a copy of the Stipulated  
 24                    Protective Order in this Action, the relevant discovery request(s),  
 25                    and a reasonably specific description of the information requested;  
 26                    and
- 27               (iii) make the information requested available for inspection by the  
 28                    Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this court within 14  
2 days of receiving the notice and accompanying information, the Receiving Party may  
3 produce the Non-Party's confidential information responsive to the discovery request.  
4 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
5 any information in its possession or control that is subject to the confidentiality  
6 agreement with the Non-Party before a determination by the court. Absent a court  
7 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
8 protection in this court of its Protected Material.

## 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify the Designating Party in writing what was disclosed and to whom, (b) use its best efforts to retrieve all Protected Materials improperly disseminated, including all copies, (c) inform the person or persons to whom such unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

18 | **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
19 | **PROTECTED MATERIAL**

20        The inadvertent disclosure of a document that a Producing Party believes is  
21 subject to privilege or work product protection shall not constitute a waiver or estoppel  
22 of any such privilege or protection. In the event of such inadvertent disclosure, the  
23 producing party may provide written notice of same and request that all copies of any  
24 such documents be returned, whereupon the Receiving Party shall return all copies of  
25 such documents, delete them from its files, destroy all notes or other work product that  
26 reflect them, and shall not use the documents in any way.

27 When a Producing Party gives notice to Receiving Parties that certain  
28 inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
3 may be established in an e-discovery order that provides for production without prior  
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
5 parties reach an agreement on the effect of disclosure of a communication or  
6 information covered by the attorney-client privilege or work product protection, the  
7 parties may incorporate their agreement in the stipulated protective order submitted to  
8 the court.

9 **12. FILING PROTECTED MATERIAL IN COURT.**

10 12.1. Filing Protected Materials. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
12 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
13 Protected Material at issue. If a Party's request to file Protected Material under seal is  
14 denied by the court, then the Receiving Party may file the information in the public  
15 record unless otherwise instructed by the court.

16 12.2. This Order does not govern the treatment of Protected Material at trial,  
17 which shall be raised by the parties but separately addressed by the Court.

18 **13. MISCELLANEOUS**

19 13.1. Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 13.2. Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 **14. FINAL DISPOSITION**

27 After the final disposition of this Action, as defined in Section 4, within 60 days  
28 of a written request by the Designating Party, each Receiving Party must return all

1 Protected Material to the Producing Party or destroy such material. As used in this  
2 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
3 summaries, and any other format reproducing or capturing any of the Protected  
4 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
5 must submit a written certification to the Producing Party (and, if not the same person  
6 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
7 category, where appropriate) all the Protected Material that was returned or destroyed  
8 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
9 compilations, summaries or any other format reproducing or capturing any of the  
10 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
11 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
12 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
13 attorney work product, and consultant and expert work product, even if such materials  
14 contain Protected Material. Any such archival copies that contain or constitute  
15 Protected Material remain subject to this Protective Order as set forth in Section 4  
16 (DURATION).

17 **15.** Any violation of this Order may be punished by any and all appropriate  
18 measures including, without limitation, contempt proceedings and/or monetary  
19 sanctions.

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21  
22 Dated: September 27, 2022

By: /s/ Patrick Bright

23  
24  
25  
26  
27  
28  
Patrick Bright (SBN 68709)  
pbright@patentattorney.us  
Wagner, Anderson & Bright P.C.  
10524 W. Pico Boulevard #214  
Los Angeles, CA 90064  
213-700-6637

*Attorneys for Plaintiff  
Miller SSIP, LLC*

1 Dated: September 27, 2022

2 By: /s/ Christopher R. Liro

3  
4  
5  
6  
7 Peter E. Garrell (SBN 155177)  
8 pegarrell@ww.law  
9 Wolfe & Wyman LLP  
10 707 Wilshire Blvd., Suite 4100  
11 Los Angeles, CA 90071  
12 Tel: (213) 222-4900  
13 Fax: (949) 475-9203

14 Christopher R. Liro  
15 *pro hac vice* accepted  
16 Ryann H. Beck  
17 *pro hac vice* accepted  
18 ANDRUS INTELLECTUAL  
19 PROPERTY LAW, LLP  
20 790 North Water Street, Suite 2200  
21 Milwaukee, WI 53202  
22 Tel: (414) 271-7590  
23 chris.liro@andruslaw.com  
24 rbeck@andruslaw.com

25 *Attorneys for Defendant Sugar Beets,*  
26 *LLC*

27 Pursuant to Local Rule 5-4.3.4(a)(1), all other signatories listed, and on whose behalf  
28 the filing is submitted, concur in the filing's content and have authorized the filing.

15  
16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

17 DATED: 09/27/2022

18  
19 

20 United States Magistrate Judge

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Amended Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *SSMiller IP, LLC v. Sugar Beets, LLC*, Case No. 2:22-cv-02576-GW-SHK. I agree to comply with and to be bound by all the terms of this Stipulated Amended Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Amended Protective Order to any person or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Central District of California for the purpose of enforcing the terms of this Stipulated  
17 Amended Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type  
20 full address and telephone number] as my California agent for service of process in  
21 connection with this action or any proceedings related to enforcement of this  
22 Stipulated Amended Protective Order.

22 Date:

City and State where sworn and signed:

Printed name: \_\_\_\_\_

Signature: